AGREEMENT BETWEEN

THE UNITED STATES NAVY

AND

THE NAVY OF THE REPUBLIC OF ARGENTINA

REGARDING THE ASSIGNMENT OF FOREIGN LIAISON OFFICERS

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AGREEMENT BETWEEN THE
UNITED STATES NAVY
AND
THE NAVY OF THE REPUBLIC OF ARGENTINA
REGARDING THE ASSIGNMENT OF
LIAISON OFFICERS

Preamble

The United States Navy and the Navy of the Republic of Argentina, each referred to herein individually as a "Party" and together as the "Parties", desiring to establish formal liaisons between the Parties, hereby agree to the following terms and conditions regarding the assignment of naval officers to serve as Liaison Officers between the Parties, within their government facilities.

Article I
Definitions

In addition to any terms defined in other provisions of this Agreement, the following terms shall have the following meanings when used herein:

1.1 "Classified Information" shall mean official information that is generated by or for the Government of the United States of America or the Republic of Argentina or that is under the jurisdiction or control of one of them, and which requires protection in the interests of national security of that government and is so designated by the assignment of a national security classification by that government. The information may be oral, visual, electronic, or in documentary form, or in the form of material, including equipment or technology.

1.2 "Contact Officer" shall mean a U.S. Navy official designated in writing to oversee and control all contacts, requests for information, consultations, access, and other activities of foreign Liaison Officers who are assigned to, or are visiting, the United States Navy, its components or subordinate organizations.

1.3 "Controlled Unclassified Information" shall mean unclassified information of a Party to which access or distribution limitations have been applied in accordance with national

laws, policies, and regulations of such Party. It includes United States information that is exempt from public disclosure or subject to export controls.

1.4 "Host Government" shall mean the national government of the Host Party.

1.5 "Host Party" shall mean the Party to which the Liaison Officer acts as a liaison pursuant to an assignment by a Parent Party under Article III.

1.6 "International Visits Program (IVP)" shall mean the program established to process visits by, and assignments of, foreign representatives to United States Navy its components and contractor facilities. It is designed to ensure that Classified and Controlled Unclassified Information to be disclosed to foreign nationals has been properly authorized for disclosure to their governments; that the requesting foreign government provides a security assurance on such foreign nationals and their sponsoring organization or firm, when Classified Information is involved in the visit or assignment, and that administrative arrangements (e.g., date, time and place) for the visit or assignment are provided.

1.7 "Liaison Officer" shall mean a naval officer from the Parent Party who, upon approval or certification of the Host Party or Government, is authorized by the Parent Party to act as its official representative in connection with programs, projects, or agreements of interest to the Parties' Governments.

1.8 "Parent Government" shall mean the national government of the Parent Party.

1.9 "Parent Party" shall mean the Party that assigns a Liaison Officer pursuant to Article III.

Article II
Scope

2.1 During the term of this Agreement, subject to the agreement of the Parties, each Party may assign personnel from its armed forces to serve in the capacity of Liaison Officer to the other Party in accordance with the terms of this Agreement.

2.2 The establishment of each Liaison Officer position under this Agreement shall be based upon the demonstrated necessity of and the mutual benefit of this position to the Parties. Once

established, each Liaison Officer position shall be subject to periodic review by either Party to ensure that the position continues to be required by, and is of mutual benefit to, the Parties. The Parties agree that a Liaison Officer position shall be subject to elimination when it is no longer required by, or of mutual benefit to, either Party.

2.3 The commencement of the tour of duty of a Liaison Officer shall be subject to all requirements imposed by the Host Party or its Government regarding formal certification or approval of Liaison Officers. Liaison Officers assigned by their Parent Party to locations within the United States shall be requested pursuant to the International Visits Program (IVP), as defined in Paragraph 1.6 of this Agreement.

2.4 Unless otherwise agreed, the normal tour of duty for a Liaison Officer shall be two years.

2.5 As a general rule an individual may serve as a Liaison Officer to only one major military command of the Host Party, at any point in time.

Article III
Duties and Activities

3.1 The Liaison Officer shall represent the Parent Party to the Host Party. The Liaison Officer shall not perform duties that the Host Government, by law or regulation, reserves to its own officials or employees, nor shall the Liaison Officer provide any labor or services to the Host Government or its agencies, including the Host Party.

3.2 The Liaison Officer is required to comply with all applicable Host Government policies, procedures, laws and regulations. The Host Party shall assign a Contact Officer to provide guidance to the Liaison Officer concerning policies, procedures, laws and regulations of the Host Party, and to take the necessary measures to ensure that activities are consistent with the requirements and the purposes of this Agreement.

3.3 The Liaison Officer may request access to Host Party facilities by submitting a request to the Contact Officer. Access to Host Party facilities may be granted if such access promotes the purposes of this Agreement, is consistent with the terms of any applicable certification or approval properly

issued by the Host Government, and is permitted under the applicable policies, procedures, laws and regulations of the Host Government. Approval of such requests shall be at the discretion of the Host Party. Any requests for access that exceed the terms of any applicable certification or approval shall be submitted through the International Visits Program (IVP).

3.4 The Liaison Officer shall not be granted access to technical data or other information of the Host Party, whether classified or not classified, except as authorized by the Host Party, and only to the extent necessary to fulfill the Liaison Officer's functions under this Agreement.

3.5 All information to which the Liaison Officer is granted access while serving as a liaison to the Host Party shall be treated as information provided to the Parent Government in confidence and shall not be further released or disclosed by the Liaison Officer to any other person, firm, organization, or government without the prior written authorization to do so from the Host Government. Disclosure of information to the Liaison Officer shall not be deemed to be a license or authorization to use such information for any purpose other than the purposes described in Article II.

3.6 The Liaison Officer shall not be permitted to participate in exercises, deployments, or civil-military actions, unless expressly authorized to do so by both the Host and Parent Parties.

3.7 The Parent Party shall not place or keep a Liaison Officer in duty assignments in which direct hostilities with forces of third countries are likely to occur or have commenced, unless approved in writing by the Parent Party and Host Party.

3.8 The Liaison Officer shall be required to comply with the dress regulations of the Parent Party but, if requested by the Host Party, shall also wear such identification necessary to identify the Liaison Officer's nationality, rank and status as a Foreign Liaison Officer. The order of dress for any occasion shall be that which most closely conforms to the order of dress for the particular unit of the Host Party where the Liaison Officer is located. The Liaison Officer shall be required to comply with the customs of the Host Party with respect to the wearing of civilian clothing.

3.9 Prior to the commencement of a Liaison Officer's tour, the Parent Party shall notify the Host Party of the specific

Parent Party organization that shall exercise operational control over the Liaison Officer and, if different, the Parent Party organization that shall provide administrative support, to the Liaison Officer and dependent(s).

3.10 At the end of a Liaison Officer's tour, or as otherwise agreed by the Parties, the Parent Party may, subject to the provisions of Article 2.2, replace the Liaison Officer with another naval officer who meets the requirements of this current Agreement.

Article IV
Financial Arrangements

4.1 The Parent Party shall bear all costs and expenses of the Liaison Officer, including, but not limited to:

4.1.1 All pay and allowances of the Liaison Officer;

4.1.2 All travel by the Liaison Officer and dependents, including, but not limited to, travel to and from the country of the Host Party;

4.1.3 All costs and expenses associated with the assignment or placement of the Liaison Officer and dependents within the Host Party's country, including travel, office space, clerical support, housing, food, medical and dental services, unless specifically stated otherwise in an applicable international agreement;

4.1.4 Compensation for loss of, or damage to, the Liaison Officer's personal property or the property of the Liaison Officer's dependents;

4.1.5 The transportation of the Liaison Officer and the Liaison Officer's dependents household goods;

4.1.6 Preparation and shipment of remains and funeral expenses in the case of death of the Liaison Officer or a Liaison Officer dependent;

4.1.7 Formal and informal training of the Liaison Officer, other than the orientation briefings about the Host Party requirements that are provided by the Contact Officer; and

4.1.8 All expenses related to the return of the Liaison Officer and the Liaison Officer's dependents, after having completed the tour of service or as a result of termination of the tour of service.

4.2 The Host Party shall provide the Liaison Officer with office facilities, equipment, supplies and services that the Liaison Officer may need to comply with this current Agreement, subject to reimbursement by the Parent Party for the cost of the Liaison Officer's use of such facilities and services at rates determined by the Host Party. Where the United States is the Host Party, reimbursement for such facilities, equipment, supplies, and services shall be made through existing Acquisition and Cross-Servicing Agreement.

Article V
Security

5.1 The Host Party shall establish the maximum substantive scope and classification levels within which the disclosure of any Classified Information or Controlled Unclassified Information to the Liaison Officer shall be permitted. The Host Party shall inform the Parent Party of the level of security clearance required to permit the Liaison Officer access to such information. The Liaison Officer's access to such information and facilities shall be consistent with, and limited by the terms of the Liaison Officer's assignment, the provisions of this Article and any other agreement between the Parties or their Governments concerning access to such information and facilities. In addition, access shall at all times be limited to the minimum required to accomplish the purposes of this current Agreement, and, at its discretion, the Host Party can prohibit the Liaison Officer's right of access to any of the Host Party facilities or computer systems or require that such access be supervised by Host Party personnel.

5.2 Each Party shall cause security assurances to be filed, through the Argentinean Embassy in Washington, DC, in the case of Argentinean personnel, and through the U.S. Embassy in Argentina in the case of United States personnel, stating the security clearances for the Liaison Officer being assigned by such Party. The security assurances shall be prepared in accordance with the procedures established by the Host Party and shall be forwarded through prescribed channels in compliance with stipulated Host Party procedures. For the United States, the prescribed channel is the International

Visits Program (IVP), as defined in paragraph 1.6 of this current Agreement.

5.3 The Parent Party shall ensure that each Liaison officer assigned is fully cognizant of, and complies with, applicable laws and regulations concerning the protection of proprietary information (such as patents, copyrights, practical knowledge, and trade secrets), Classified Information and Controlled Unclassified Information disclosed to the Liaison Officer. This obligation shall apply both during and after termination of an assignment as a Liaison Officer. Prior to undertaking the assigned duties, the Liaison Officer shall be required to sign the certification included in Annex A. Only the naval officers that execute this certification shall be permitted to serve as Liaison Officers with the United States Navy.

5.4 The Parent Party shall ensure that the Liaison Officer, at all times, complies with the security laws, regulations and procedures of the Host Government. Any violation of security procedures by a Liaison Officer during their assignment shall be reported to the Parent Party for appropriate action. Upon request by the Host Party, the Parent Party shall remove the Liaison Officer who violates security laws, regulations, or procedures during their assignment.

5.5 All Classified or Controlled Unclassified Information, if disclosed, to the Liaison Officer shall be considered to be Information furnished to the Parent Party, and shall be subject to all provisions and safeguards provided for under the General Security of Information Agreement (GSOIA) in force between the United States and Argentina dated January 12, 1999.

5.6 The Liaison Officer shall not take custody of Classified Information or Controlled Unclassified Information in tangible form (for example, documents or electronic files), except for the following situtation:

5.6.1 Courier. The Liaison Officer may assume custody of releasable documentary information to act as couriers only when they are authorized in writing by their government to assume responsibility as an agent of their government. Documents shall be packaged and receipted for in compliance with the Host Party requirements.

Article VI

Technical and Administrative Matters

6.1 The Host Party's certification or approval of an individual as a Liaison Officer shall not bestow diplomatic or other special privileges on the naval officer.

6.2 To the extent authorized by laws and regulations of the Host Government, and in accordance with Article IV of this Agreement, the Host Party may provide such administrative support as is necessary for the Liaison Officer to fulfill the purposes of this Agreement, subject to reimbursement by the Parent Party.

6.3 Tax exemptions, customs or import duties, or similar charges for the Liaison Officer or the Liaison Officer's dependents shall be governed by applicable laws and regulations or by international agreement between the Host Government and the Parent Government.

6.4 If the Host Party provides the Liaison Officer with office space, the Host Party shall determine the normal working hours for the Liaison Officer. Access outside of normal working hours will be coordinated through the Host Party Contact Officer to the Command Security Officer.

6.5 The Parent Party shall ensure that the Host Party is informed of any absences of the Liaison Officer as far in advance as possible.

6.6 The Liaison Officer and the authorized dependents shall be provided care in military medical and dental facilities to the extent permitted by applicable national law, policy, and international agreement. Where a reciprocal agreement for health care exists between the Parties, the access entitlement of the Liaison Officer and dependents is specified. For personnel covered by such an agreement, care is generally provided free of charge. All Liaison Officers and dependents not covered by a reciprocal agreement may be offered health care in military facilities, on a reimbursable basis. Where military facilities are not available, the Liaison Officer shall be responsible for all medical and dental costs incurred by self and dependents. The Parent Party shall ensure that the Liaison Officer and dependents are physically fit prior to the Liaison Officer's tour of duty. The Parent Party must inform the Host Party of any special medical needs the Liaison Officer or dependents may require prior to the Liaison's Officer's tour of duty. The Parent Party shall have the responsibility of familiarizing itself with the medical and

dental services the Liaison Officer and dependents shall have available, and the costs of, and the procedures for use of such services.

6.7 The Liaison Officer and dependents may be allowed the use of military commissaries, exchanges, theaters, and similar morale and welfare activities, in accordance with the laws, regulations, and policies of the Host Party.

6.8 To the extent permitted by the laws and regulations of the Host Government, and subject to reimbursement by the Parent Party, the Host Party may provide, if available, housing and messing facilities for the Liaison Officer and the Liaison Officer's dependents on the same basis and priority as for its own personnel of comparable rank and assignment. At locations where the Host Party does not provide housing and messing facilities, the Host Party shall use reasonable efforts to assist the Parent Party to locate such facilities for the Liaison Officer and dependents.

6.9 The Parent Party shall ensure that the Liaison Officer and dependents have all documentation required by the Host Government for entry into, and exit from, the country of the Host Government at the time of such entry or exit. Unless exempted under an applicable international agreement between the Parties, the Liaison Officers and authorized dependents entering the United States shall be required to comply with United States Customs Regulations.

6.10 The Parent Party shall ensure that the Liaison Officer and dependents accompanying the Liaison Officer in the country of the Host Party shall obtain motor vehicle liability insurance coverage for their private motor vehicles, in accordance with applicable laws, regulations and policies of the Host Government, or of any political subdivisions of the country of the Host Party in which the Liaison Officer and dependents are located.

Article VII
Discipline and Removal

7.1 Except as provided in Section 7.2, neither the Host Party nor the armed forces of the Host Government may take disciplinary action against a Liaison Officer who commits an offense under the military laws or regulations of the Host Party, nor shall the Host Party exercise disciplinary authority over the Liaison Officer's dependents. The Parent Party, however, shall take such administrative or disciplinary action against the Liaison Officer as may be appropriate under the circumstances, to ensure compliance with this Agreement, and the Parties shall cooperate in the investigation of any offenses under the laws or regulations of either Party.

7.2 The certification or approval of a Liaison Officer may be withdrawn, modified or curtailed at any time by the Host Party for any reason, including, but not limited to, the violation of the regulations or laws of the Host Party or the Host Government. In addition, at the request of the Host Party, the Parent Government shall remove the Liaison officer or dependents from the territory of the Host Government. The Host Party shall explain its request for removal but a disagreement between the Parties concerning the sufficiency of the Host Party's reasons shall not be grounds to delay the removal of the Liaison Officer.

7.3 A Liaison Officer shall not exercise any supervisory or disciplinary authority over the Host Party military or civilian personnel.

ARTICLE VIII
CLAIMS

8.1. Claims arising from the operation of this Agreement shall be governed by any bilateral agreement between the Parties concerning the status of their Forces in the country of the Host Party. Claims to which the provisions of any such bilateral agreements do not apply shall be dealt with as follows:

8.1.1. The Parties waive all their claims, other than contractual claims, against each other, and against the military members and civilian employees of each other's Department or Ministry of Defense, for damage, loss or destruction of property owned or used by its respective Department or Ministry of Defense, if damage, loss or destruction:

8.1.1.1. Was caused by a military member or a civilian employee in the performance of official duties, or

8.1.1.2. Arose from the use of any vehicle, vessel or aircraft owned by the other Party and used by its Department or Ministry of Defense, provided that the vehicle, vessel or aircraft causing the damage, loss or destruction was being used for official purposes, or that the damage, loss or destruction was caused to the property being so used.

8.2. The Parties shall waive all their claims against each other and against the military members and civilian employees of each other's Department or Ministry of Defense for injury or death suffered by any military member or civilian employee of their Department or Ministry of Defense while such member or employee was engaged in the performance of official duties.

8.3. Claims, other than contractual claims, for damage, loss, injury, or death, not covered by the waivers contained in paragraphs 1 and 2 of this Article, arising out of an act or omission by the military members or civilian employees of its Department or Ministry of Defense, or out of an act or omission for which the Parent Party is legally responsible, shall be presented to the Parent Party for consideration under its applicable laws and regulations.

8.4. Liaison Officers and those dependents accompanying them, must obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulations of the government of the Host Participant, or its political subdivision, where they are located. In case of claims involving the use of private motor vehicles, the first recourse will be against such insurance.

Article IX
Settlement of Disputes

9.1 Disputes arising under or relating to this Agreement shall be resolved only through consultations between the Parties, and shall not be referred to an individual, national or international tribunal, or to any other forum for settlement.

Article X
Entry into Force, Amendment, Duration and Termination

10.1 All obligations of the Parties under this current Agreement shall be subject to national laws and the availability of appropriated funds for such purposes.

10.2 The Parent Party shall ensure that the Liaison Officer complies with all related obligations and restrictions applicable to the Liaison Officer under this Agreement and Annex.

10.3 This Agreement may be amended by the mutual written consent between the Parties.

10.4 This Agreement may be terminated at any time by written mutual agreement from both Parties. Either Party may terminate this Agreement upon written notification to the other Party one hundred and eighty (180) days prior to the termination of this Agreement. Both Parties shall consult with each other prior to the date of termination.

10.5 In the event of conflict between the terms of this Agreement and the terms of an applicable Letter of Offer and Acceptance (LOA), the terms of the LOA shall control. Any LOAs associated with or related to this Agreement shall be terminated in accordance with its terms.

10.6 The respective rights and responsibilities of the Parties under Article V (Security) shall continue, notwithstanding the termination or expiration of this Agreement.

10.7 No later than the effective date of expiration or termination of this current Agreement, each Party shall remove their Liaison Officers and dependents from the territory of the other Party and pay any money owed to the other Party under this Agreement. Any costs or expenses for which a Party is responsible pursuant to Article IV of this current Agreement, but which were not billed in sufficient time to permit payment prior to termination or expiration of this current Agreement, shall be paid promptly, after such bill is received.

10.8 This Agreement shall supersede any and all prior agreements regarding Liaison officers entered into by the Parties or their organizations, units, or agencies.

10.9 This Agreement shall enter into force upon the signature and date by both Parties. This Agreement shall remain in force for ten (10) years, and may be extended by written mutual agreement of the Parties.

10.10 This current Agreement consists of ten (10) Articles and an Annex.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this current Agreement.

DONE this_____day of _____2007, in Spanish and English, in text equally authenticated.

ON BEHALF OF
The United States Navy:

P. H. Daly

Rear Admiral, United States Navy
Assistant Deputy Chief of Naval Operations for Information, Plans and Strategy (N3/N5)

Washington, D.C.

FEB 07 2007

Dated:

ON BEHALF OF
The Navy of the Republic of Argentina:

Guillermo Carlos Rey Mendez

Rear Admiral
Naval Attache
Argentine Embassy

Washington, D.C.

APR 17 2007

Dated:

Certified to Be A True Copy

STEPHANIE SMART
CDR, JAGC USN
AUTHORIZED TO ADMINISTER OATHS
AND ACT AS A NOTARY
PURSUANT TO 10 U.S.C. 936 AND 1044a
NO SEAL REQUIRED

ANNEX A
CERTIFICATION

[Date (day month year)]

Section I
Liaison Officer
Legal Status of Certification

As a representative of the the Navy of the Republic of Argentina, under the auspices of an Extended Visit Authorization to the United States Navy, I am subject to the jurisdiction of United States federal, state, and local laws, except as provided by treaty, other specific legal authority, or the terms of any diplomatic immunity which I may have been granted. I understand that my acceptance of the Liaison Officer position does not bestow diplomatic or other special privileges.

Section II
Liaison Officer
Conditions of Certification

(1) **Responsibilities:** I understand that my activities shall be limited to the representational responsibilities of my government and that I am expected to present the views of my government with regard to the issues which my government and the U.S. Government have a mutual interest. I shall not perform duties that are reserved by law or regulation to an officer or employee of the U.S. Government.

(2) **Costs:** I understand that all costs associated with my duties as a Liaison Officer shall be the responsibility of my government, including, but not limited to, travel, office space, clearical services, housing, rations, and medical and dental services.

(3) **Extensions and Revalidation:** I understand that if my government desires to request an extension or revalidation of my position beyond the original dates for which I am certified, a new visit request shall be submitted not later than 30 days prior to the expiration date of the current Extended Visit Authorization.

(4) **Contact Officer:** I understand that when the certification process is completed, a Contact Officer(s) shall be assigned to sponsor me during my visit to (insert host command) I further understand that I shall coordinate, through my

Contact Officer, all requests for information, visits, and other business that fall under the terms of my certification. I also understand that requests for information that are beyond the terms of my certification shall be made to my Naval Attaché, Argentinean Embassy, Washington, D.C.

(5) **Other Visits:** I understand that visits to facilities for which the purpose does not directly relate to the terms of my certification shall be made through my Naval Attaché, Argentinean Embassy, Washington, D.C.

(6) **Uniform:** I understand that I shall wear my national uniform when conducting business at (insert host command)or other United States Department of Defense facilities, unless otherwise directed. I shall comply with my Parent Government's service uniform regulations.

(7) **Duty Hours:** I understand that my duty hours shall be comparable to those established by (insert host command). Should I require access to my work area during non-duty hours, I am required to request authorization from my Contact officer. I further understand that it is necessary to assign a United States Navy escort officer to me during my non-duty access. Any cost incurred as a result of such non-duty access may be reimbursable to the United States Government.

(8) **Security:**

a. I understand that access to U.S. Government information shall be limited to that information determined by my Contact Officer to be necessary to fulfill the functions of a Liaison Officer. I also understand that I may not have unsupervised access to U.S. Government computer systems, unless the information accessible by the computer is releasable to my government in accordance with applicable U.S. law, regulations and policy.

b. All information to which I may have access during my certification shall be treated as information provided to my government in confidence and shall not be further released or disclosed by me to any other person, firm, organization, or government without the prior written authorization of the United States Government.

c. Should I obtain or become knowledgeable of United States Government information for which I am not authorized to have access, I shall immediately report it to my Contact Officer. I further agree that I shall report to my Contact Officer any incidents of my being offered or provided information that I am not authorized to have.

d. If required, I shall display a security badge on my outer clothing so that it is clearly visible. (Insert host command) shall supply this badge.

(9) **Compliance:** I have been briefed on, fully understand, and shall comply with the terms and conditions of my certification. Failure to comply with this certification may result in termination of my certification. I further understand that the termination of my certification does not preclude further disciplinary action in accordance with any applicable Status of Forces Agreement or other international agreement.

(10) **Definitions of Terms:** Terms not defined herein shall have the definitions ascribed to them in the applicable Agreement governing my assignment as a Foreign Liaison Officer.

Section III
Liaison Officer
Terms of Certification

(1) **Contact Officer:** I understand a command Contact Officer shall be assigned.

(2) **Certification:** I am certified to the (insert host command) in support of the following program: (insert host command) Foreign Liaison Officer Program.

(3) **Travel:** I am authorized to visit the following locations in accordance with the conditions of my certification, with the approval of my Contact Officer: the commands, installations and localities that are subordinate to (insert host command)

Section IV
Liaison Officer
Certification of In-Briefing

I, ***(NAME OF FOREIGN LIAISON OFFICER)***, understand and acknowledge that I have been certified as a Foreign Liaison Officer to (insert host command) as agreed upon between the Navy of the Republic of Argentina and the United States Navy. I further acknowledge that I fully understand and have been briefed on: (1) the legal status of my certification; (2) the conditions of my certification; and (3) the terms of my certification. I further acknowledge that I shall comply with the conditions and responsibilities of my certification.

_____
(SIGNATURE OF LIAISON OFFICER)

_____
(TYPED Name of LIAISON OFFICER)

_____
(RANK OF LIAISON OFFICER)

_____
(DATE)

_____
(SIGNATURE OF BRIEFER)

_____
(TYPED NAME)

_____
(LOCATION)